



MARK PESTRELLA, Director

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

# ADOPTED

IN REPLY PLEASE  
REFER TO FILE

March 17, 2020

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

44 March 31, 2020

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
APPROVE COOPERATIVE AGREEMENT FOR  
WALNUT STREET, ET AL., ROAD IMPROVEMENT PROJECT  
CITY OF HUNTINGTON PARK – LOS ANGELES COUNTY  
UNINCORPORATED COMMUNITY OF HUNTINGTON PARK  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

## **SUBJECT**

Public Works is seeking Board approval for the cooperative agreement between the City of Huntington Park and Los Angeles County to provide financing and delegation of responsibilities for the design and construction of the road improvement project, Walnut Street, Et Al., which includes street segments that jurisdictionally are shared with the City of Huntington Park.

## **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the provisions of the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Authorize the Chair of the Board to sign the cooperative agreement between the City of Huntington Park and Los Angeles County related to the funding for the road improvement project, Walnut Street, Et Al. The cooperative agreement provides for the County to perform the preliminary engineering and administer construction of the project with the City of Huntington Park and Los Angeles County to finance their respective jurisdictional shares of the project cost estimated to be \$390,000 and \$11,310,000, respectively.

3. Authorize the Director of Public Works or his designee to execute amendments and modifications of a nonmaterial nature to the cooperative agreement to incorporate necessary nonmaterial programmatic and administrative changes.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find they are not subject to the California Environmental Quality Act (CEQA) and allow the Board to approve and to instruct the Chair to sign the enclosed cooperative agreement with the City of Huntington Park. The City and County propose to design and construct road improvements on the Walnut Street, Et Al., project.

The Board's approval of the cooperative agreement is necessary for the financing and delegation of responsibilities for the project.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended actions support ongoing efforts to manage and improve public infrastructure assets while maximizing and leveraging resources.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$11,700,000. A portion of this project is within the City of Huntington Park. The City-County cooperative agreement provides for the County to perform the preliminary engineering and administer the construction of the project with the City and the County to finance their jurisdictional shares of the project cost estimated to be \$390,000 and \$11,310,000, respectively.

The County's share of the project cost will be funded with the State of California Road Maintenance and Rehabilitation Account funds allocated to the County under the Road Repair and Accountability Act of 2017 (Senate Bill 1). Funding for this project is included in the Road Fund Fiscal Year 2019-20 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The cooperative agreement has been approved as to form by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city.

The cooperative agreement was approved by the Huntington Park City Council on November 28, 2019. It provides for the County to perform the preliminary engineering and administer construction

of the project with the City and the County to finance their respective jurisdictional shares of the project cost. The City's and County's actual costs will be based upon a final accounting after completion of the project. The project is tentatively scheduled to begin construction in late summer of 2021 and be completed in the summer of 2022.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions to approve a cooperative agreement are an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

The County will act as the lead agency for compliance with CEQA and will return to the Board for consideration of the appropriate environmental documentation and for project approval prior to undertaking any activities that constitute a project.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Walnut Street is on the County's Master Plan of Highways and the proposed road improvements are needed and of general County interest.

### **CONCLUSION**

Please return one adopted copy of this letter and two originals of the cooperative agreement to Public Works, Transportation Planning and Programs Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Pestrella', written in a cursive style.

MARK PESTRELLA

Director

MP:MER:ec

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Julia C. Weissman)  
Executive Office

## AGREEMENT

THIS AGREEMENT (hereinafter referred to as AGREEMENT) is made and entered into by and between the CITY OF HUNTINGTON PARK, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and LOS ANGELES COUNTY, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, CITY and COUNTY propose to improve the following street segments that are on the Highway Element of CITY's General Plan and on COUNTY'S Highway Plan and are jurisdictionally shared between CITY and COUNTY; and

Street Name	Limits	Scope of Work	Jurisdiction
Mountain View Av	Walnut St to Florence Av	Sustainable Pavement	50% City/50% County
Walnut St	Mountain View Av to 3165 Walnut St	Sustainable Pavement	50% City/50% County
Walnut St	3165 Walnut St to State St	Sustainable Pavement	100% City

WHEREAS, the scope of work for all street segments jurisdictionally shared between CITY and COUNTY includes cold milling, pulverizing, and stabilizing the existing pavement with the underlying base material and/or soil to produce cement stabilized pulverized base and resurfacing with asphalt rubber hot mix; reconstructing of one curb ramp at Walnut Street and Mountain View Avenue; signing and striping; and traffic loop restoration; and

WHEREAS, the scope of work further includes other roadway improvements within COUNTY jurisdiction consisting of reconstruction of sidewalk, curb and gutter, driveways, cross gutters, curb ramps, planting trees, tree root pruning, and stump removal, all the aforementioned work together within CITY and COUNTY jurisdictions hereinafter referred to as PROJECT and is included in a COUNTY-administered project named Walnut Street, et al.; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of CONSTRUCTION CONTRACT, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT, as defined herein, is currently estimated to be Eleven Million Seven Hundred Thousand and 00/100 Dollars (\$11,700,000.00) with CITY'S estimated share being Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00) and COUNTY'S estimated share being Eleven Million Three Hundred Ten Thousand and 00/100 Dollars (\$11,310,000.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus ten (10) percent of that for PRELIMINARY ENGINEERING cost, fifteen (15) percent of that for CONSTRUCTION ADMINISTRATION cost, four and half (4.5) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund, and overall additional ten (10) percent for contingencies altogether estimated to be Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00) in accordance with table below; and

RMD4108001: Walnut Park - Walnut Street, et al. Project City of Huntington Park's Jurisdictional Share (HPK)	
	Estimated City Cost
Preliminary Engineering (PE=10%)	\$29,000
Construction Contract	282,000
Construction Engineering (CE=15%)	43,000
Contract City Liability Trust Fund (CCLTF=4.5%)	4,000
<b>Subtotal</b>	<b>\$354,000</b>
10% Overall Contingency	36,000
<b>Total Project Cost Estimate</b>	<b>\$390,000</b>

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated areas of the COUNTY as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geotechnical investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT, and the cost of any additional unforeseen work that is necessary for the construction of PROJECT.
- d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- e. COST OF PROJECT as referred to in this AGREEMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- f. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S City Manager that the improvements within CITY'S JURISDICTION are completed and transferred to CITY for purpose of operation and maintenance.

2) CITY AGREES:

- a. To review and approve PRELIMINARY ENGINEERING prepared by COUNTY for PROJECT.
- b. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.
- c. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, CITY funds in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), which is equivalent to 25 percent of CITY'S estimated jurisdictional share of COST OF PROJECT, which amount is the estimated cost to finance a portion of the CITY'S jurisdictional share of the cost of PROJECT, including but not limited to, concept report, environmental determination, and PRELIMINARY ENGINEERING. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- d. To deposit with the COUNTY, following execution of this AGREEMENT and upon demand by COUNTY but in no event earlier than Ninety (90) calendar days prior to advertisement of the PROJECT for construction bids, additional CITY funds in the amount of Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) to finance the remaining portion of the TOTAL COST OF PROJECT described in paragraph 1) e. above. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY. The total CITY deposits in the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) described in paragraph 2) c. and Two Hundred Ninety Thousand and 00/100 Dollars (\$290,000.00) are now hereinafter referred as (CITY'S PAYMENT). The actual amount of which is to be determined by a final accounting of COST OF PROJECT.
- e. To deposit with the COUNTY, following the bid opening and preapproval of the responsive low bidder by COUNTY, additional funds up to maximum of five (5) percent of the CITY'S jurisdictional share of the COST OF CONSTRUCTION CONTRACT if the low bid amount provided by the responsible low bidder exceeds the Engineer's Estimate, also known as COST OF CONSTRUCTION CONTRACT, which cost is currently estimated to be Two Hundred Eighty-Two Thousand and 00/100 Dollars (\$282,000.00).
- f. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.

- g. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- h. Upon approval of construction plans for PROJECT and receipt of permit application from COUNTY or its PROJECT contractor, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.
- i. To appoint COUNTY as CITY'S attorney-in-fact for purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- j. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- k. Notwithstanding any other provisions of this agreement to the contrary, to be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- l. Upon completion of PROJECT to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.



3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.
- d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- e. To provide CITY following the bid opening and preapproval of the responsive low bidder, updated COST OF PROJECT including CITY'S jurisdictional share of COST OF PROJECT via electronic mail notification. If the low bid amount provided by the responsible low bidder exceeds the Engineer's Estimate, which cost is currently estimated to be Two Hundred Eighty-Two Thousand and 00/100 Dollars (\$282,000.00), additional CITY funds up to maximum of five (5) percent of the CITY'S jurisdictional share of the COST OF CONSTRUCTION CONTRACT is required. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY for payment.
- f. To require construction contract to name CITY as an additional insured for the PROJECT.
- g. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- i. To furnish CITY within one hundred eighty (180) calendar days after acceptance of PROJECT by COUNTY, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

- j. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.
- 4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:
- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.
  - b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund the difference to CITY without further action by CITY.
  - c. That if CITY'S PAYMENT, as set forth in paragraph 2) b., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.
  - d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
  - e. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY

funds if applicable. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.

- f. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- g. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- h. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Ricardo Reyes  
City Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255-4393

COUNTY: Mr. Mark Pestrella  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- j. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.
- l. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- m. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to

be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

- n. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- o. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32378 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.
- p. That the County of Los Angeles authorizes the Director of Los Angeles County Department of Public Works to assign to the City of Huntington Park all of its right, title, and interest in any unlapsed portion of the 1-year warranty granted to the Los Angeles County by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.

//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//  
//

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF HUNTINGTON PARK on \_\_\_\_\_, 2020, and by the LOS ANGELES COUNTY on March 31, \_\_\_\_\_, 2020.

LOS ANGELES COUNTY

ATTEST:

CELIA ZAVALA  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles



By Karmyn Barger  
Chair, Board of Supervisors

By Maria Ochoa  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By Julia Weissman  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

CELIA ZAVALA  
Executive Officer  
Clerk of the Board of Supervisors

By Maria Ochoa  
Deputy

79064

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 44

MAR 31 2020

Celia Zavala  
CELIA ZAVALA  
EXECUTIVE OFFICER

CITY OF HUNTINGTON PARK

By Karin Meier  
Mayor

11/28/19  
Date

ATTEST:

By Anna C. Spurney  
City Clerk

APPROVED AS TO FORM:

By Nate Lopez  
Asst. City Attorney